

**AGENDA
CITY COUNCIL
JANUARY 21, 2020**

NOTICE:

JANUARY 21, 2020

5:30-5:45 P.M.	FINANCE COMMITTEE MEETING
5:45-6:00 P.M.	LEGAL & LEGISLATIVE COMMITTEE MEETING
6:00-6:15 P.M.	DOWNTOWN COMMITTEE MEETING
6:15-6:30 P.M.	RISK MANAGEMENT COMMITTEE MEETING
6:30-7:00 P.M.	ECONOMIC DEVELOPMENT & NEGOTIATIONS MEETING

TOWNSHIP MEETING

JANUARY 21, 2020

- 1. PRAYER-**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. TOWNBOARD MINUTES-JANUARY 7, 2020**
- 5. PRESENTATION OF COMMUNICATIONS:**
- 6. FINANCE: PAUL JACKSTADT, CHAIRMAN**
 - A. BILL LIST JANUARY 21, 2020**

CITY COUNCIL MEETING

JANUARY 21, 2020

- 1. ROLL CALL**
- 2. CITY COUNCIL MINUTES- JANUARY 7, 2020**
- 3. PRESENTATION OF COMMUNICATION**
 - A. LETTER FROM JOAN KANE, 40 DAYS FOR LIFE PRAYER
VIGIL, FROM 7 A.M. TO 7 P.M. FROM FEBRUARY 26, 2020 TO
APRIL 5, 2020, ALSO IN SATURDAY FEBRUARY 22 FROM 1-2
P.M. FOR OUR KICK OFF RALLY AND ON SATURDAY
MARCH 21 FROM 1-2 P.M. FOR OUR MID-POINT RALLY.**
- 4. REMARKS BY MAYOR**
- 5. REPORT OF STANDING COMMITTEES:**

DOWNTOWN: MARY DAVIS, CHAIRMAN (CITY HALL & BUILDINGS)

A.

**PLANNING/ZONING, ANNEXATIONS, ENGINEERING AND
INSPECTIONS: DAN MCDOWELL, CHAIRMAN**

A.

**LEGAL AND LEGISLATIVE: GREG KOBERNA, CHAIRMAN (CABLE
TV, ORDINANCE)**

A. AN ORDINANCE MANDATING WORKPLACE TRAINING

**PUBLIC WORKS: BOB PICKERELL, CHAIRMAN: (STREET AND
ALLEY-SANITATION-INSPECTION-TRAFFIC & LIGHTS)**

A.

POLICE COMMITTEE: ANDY MATHES, CHAIRMAN

A. ORI REPORT DECEMBER 2019

FIRE: WALMER SCHMIDTKE, CHAIRMAN

A.

WASTEWATER TREATMENT: GERALD WILLIAMS, CHAIRMAN

A.

RISK MANAGEMENT: BRAD EAVENSON, CHAIRMAN

A. PENDING LITIGATION

**ECONOMIC DEVELOPMENT AND NEGOTIATION TIM ELLIOTT,
CHAIRMAN**

**A. AN ORDINANCE TO VACATE AN EXISTING SEWER
EASEMENT IN THE PROPERTY COMMONLY KNOWN
AS 2407 CORPORATE CENTER, GRANITE CITY,
ILLINOIS.**

FINANCE: PAUL JACKSTADT, CHAIRMAN

- A. LIEN RELEASE FOR THE PROPERTY AT 3212 WAYNE**
- B. AN ORDINANCE TO AUTHORIZE AN AGREEMENT
WITH UNION PACIFIC RAILROAD COMPANY
REGARDING A PUBLIC AT-GRADE CROSSING AT
CARGILL DRIVE AND COUNTRY PLACE LANE.**
- C. TREASURER'S REPORT DECEMBER 2019**
- D. PAYROLL 1/1/2020-1/15/2020**

Report of Officers
Unfinished Business

New Business

ADJOURNMENT

CITY COUNCIL
MINUTES
JANUARY 7, 2020

Mayor Ed Hagnauer called the City Council Meeting to order at 7:03 p.m.

ATTENDANCE ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson, Koberna, Clerk Whitaker and Mayor Hagnauer were Present.

MOTION By Eavenson, second by Koberna to approve the City Council Minutes from December 17, 2019. ALL VOTED YES. Motion Carried.

MOTION By McDowell, second by Elliot to place on file the Plan Commission Minutes from December 30, 2019. ALL VOTED YES. Motion Carried.

MOTION By McDowell, second by Jackstadt to suspend the rule and place on Final Passage an Ordinance amending the Zoning Code of the City of Granite City, Ordinance No.3818, to provide for Zoning of Cannabis related Businesses, per the Illinois Cannabis Regulation Tax Act.

ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Mathes, Davis, Eavenson and Koberna. VOTED YES. Elliott VOTED NO. Motion Carried.

FINAL PASSAGE: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Mathes, Davis, Eavenson and Koberna. VOTED YES. Elliott VOTED NO. Motion Carried.

MOTION By McDowell, second by Eavenson to approve a Resolution for Demo or Repair of a dangerous unsafe building at 2717 W 22nd, ST.

ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

MOTION By McDowell, second by Eavenson to approve a Resolution for the Demo or Repair of a dangerous unsafe building at 2830 Cayuga St.

ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

MOTION By McDowell, second by Williams to approve a Resolution for the Demo or Repair of a dangerous unsafe building at 2712 Myrtle Ave.

ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

MOTION By McDowell, second by Mathes to place on file the Planning & Zoning Committee Meeting Minutes from December 17, 2019. ALL VOTED YES. Motion Carried.

MOTION By Koberna, second by Eavenson to suspend the rule and place on Final Passage an Ordinance to in support of the Trap, Neuter, and Return Program.

ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Mathes, Eavenson and Koberna. VOTED YES. Elliott and Davis VOTED NO. Motion Carried.

FINAL PASSAGE: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Mathes, Eavenson and Koberna. VOTED YES. Elliott and Davis VOTED NO. Motion Carried.

MOTION By Pickerell, second by Koberna to place on file the Public Works Committee Meeting Minutes from December 17, 2019. ALL VOTED YES. Motion Carried.

MOTION By Pickerell, second by Davis to suspend the rule and place on Final Passage an Ordinance establishing one handicapped Parking Space for two years at 2315 Edison Avenue, within the City of Granite City, Illinois.

ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

FINAL PASSAGE: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

MOTION By Pickerell, second by Koberna to suspend the rule and place on Final Passage an Ordinance establishing a No Parking Zone on 4651 Maryville Road and Clinton Drive within the City of Granite City, Illinois.

ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

FINAL PASSAGE: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

MOTION By Schmidtke, second by Koberna to place on file the Fire and the EMS Monthly Report for December 2019. ALL VOTED YES. Motion Carried.

MOTION By Koberna, second by Williams to place on file the Risk Management Committee Meeting Minutes for December 17, 2019 and the Closed Risk Management Committee Meeting Minutes stay closed for six months. ALL VOTED YES. Motion Carried.

MOTION By Jackstadt, second by McDowell to approve the Bill List for the amount of \$3,623,358.99.

ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

MOTION By Jackstadt, second by Mathes to approve the payroll in the amount of \$770,485.03.

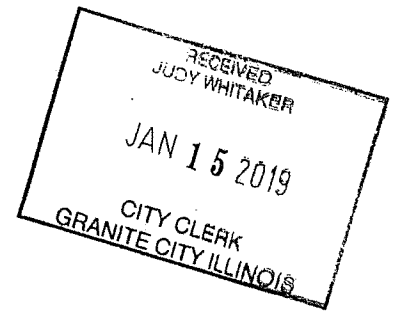
ROLL CALL: McDowell, Schmidtke, Jackstadt, Williams, Pickerell, Elliott, Mathes, Davis, Eavenson and Koberna. ALL VOTED YES. Motion Carried.

MOTION By Jackstadt, second by Koberna to place on file the Finance Committee Meeting Minutes from December 17, 2019. ALL VOTED YES. Motion Carried.

MOTION By Schmidtke, second by Williams to adjourn the City Council Meeting AT 7:15 p.m. ALL VOTED YES. Motion Carried.

MEETING ADJOURNED

ATTEST
JUDY WHITAKER
CITY CLERK



January 15, 2020

Dear Mayor Ed Hagnauer,

My name is Joan Kane. I am leading the 40 Days for Life peaceful prayer vigil at Hope Clinic for Women again.

40 Days for Life is made up of three key components:

- **Prayer and fasting:** inviting people of faith throughout our city and county to join together for 40 days of fervent prayer and fasting for an end to abortion.
- **Peaceful Vigil:** Our mission is to end abortion *peacefully* and *prayerfully*. We must bear witness for those who cannot speak for themselves by creating a public image that is peaceful in order to demonstrate our Christian values and our faithful commitment to help the unborn. The vigil of 40 days is a powerful witness to the dignity of every human life.
- **Community Outreach:** taking a positive, upbeat pro-life message to every corner of our city through media efforts, church and school outreach, petition drives, and public visibility

We will be praying from 7 am to 7 pm everyday from February 26 to April 5. We are inviting churches to apply to "Adopt A Day" so that we can have one church for each of the 40 days. Our goal is to have 2 people praying at each hour. All participants are required to sign a "Statement of Peace" by the National 40 Days for Life organization. You can read more about the process and see the "Statement of Peace" at 40DaysGC.com. During our 12 hour daily vigil we will have a box to hold our 40 Days for Life signs and a small banner on the grass.

We will be gathering on the sidewalk on Saturday, February 22 from 1-2pm for our Kick Off Rally and on Saturday, March 21 from 1-2pm for our Mid-Point Rally.

We anticipate 50-200 people at the Kick Off Rally.

Thank you for your consideration.

Joan Kane
40 Days for Life Granite City Campaign Leader

ORDINANCE NO. _____

AN ORDINANCE MANDATING WORKPLACE TRAINING.

WHEREAS, the City of Granite City is a home rule unit pursuant to Article VII, Section 6, of the Illinois State Constitution of 1970; and

WHEREAS, in 2019, the Illinois State Legislature adopted Public Act 101-0221, commonly known as the Illinois Workplace Transparency Act, effective January 1, 2010; and

WHEREAS, among other provisions, the Workplace Transparency Act calls for units of local government to implement and mandate a sexual harassment prevention training program, following the minimum standards outlined in 775 ILCS 5/2-109; and

WHEREAS, the Workplace Transparency Act at 775 ILCSA 5/2-109 (c), directs that units of local government shall direct their employees to take the sexual harassment prevention training at least annually.

NOW, THEREFORE, be it hereby Ordained and Decreed by the City Council of the City of Granite City, in the County of Madison and State of Illinois, as follows:

1. The Granite City Municipal Code is hereby amended to add Section 2.98.010 as follows:

2.08.010 MANDATORY SEXUAL HARASSMENT PREVENTION TRAINING

A. Sexual Harassment Prevention Training shall be provided at least once per year to all Employees of the City of Granite City. That Sexual Harassment Prevention Training shall include at a minimum, the following:

1. An explanation of sexual harassment consistent with State Law;
2. Examples of conduct that constitute unlawful sexual harassment;
3. A summary of relevant Federal and State statutory provisions concerning sexual harassment, including remedies available to victims of sexual harassment;
4. A summary of responsibilities of employers in the prevention, investigation, and corrective measures of sexual harassment

B. All Employees of the City of Granite City shall attend said sexual harassment hearing required by this section, at least once annually, including elected Officials.

C. The Office of the Mayor may, from time to time, without further action of the City Council, supplement or amend the training program required by this section.

2. This Ordinance shall take effect upon passage and may be published in pamphlet form by the Office of the City Clerk.

ADOPTED by the Granite City City Council this 21st day of January, 2020.

APPROVED: _____
Mayor Edward Hagnauer

ATTEST: _____
City Clerk Judy Whitaker

ORI Report December 2019

Police ORI

IL0600700

Create Date: Calendar

Calendar 2019

Call Count Row Labels	Column Labels											
	January	February	March	April	May	June	July	August	September	October	November	
911 Abandoned	38	35	36	26	24	38	38	40	42	53	38	
911 Emergency	11	14	12	37	41	33	24	32	40	26	22	
911 Misuse	45	45	38	32	34	28	36	20	38	35	24	
911 Open Line	0	0	0	0	13	36	23	24	28	23	16	
911 Transfer	6	4	5	9	5	8	11	2	7	6	3	
Abandoned/Derelict Vehicle	1	1	5	14	3	9	6	21	7	9	5	
Alarm	81	77	101	87	108	92	106	101	93	76	96	
Animal	26	13	14	39	36	33	47	24	32	21	31	
Animal at Large	5	3	2	10	6	3	9	5	4	3	6	
Arson	0	0	0	0	1	0	0	0	1	1	1	
Assault	2	4	3	2	4	5	1	5	1	7	3	
Assist Fire	8	12	3	3	9	2	4	4	4	0	2	
Assist Other Agency	24	13	19	30	17	25	29	36	20	15	17	
Assist Police	1	1	1	2	1	3	2	2	2	1	0	
ATV/Dirt Bike	0	0	0	0	1	0	3	1	4	3	0	
Barking Dog	0	1	2	3	1	2	1	1	1	2	4	
Battery	13	13	20	17	19	27	17	25	20	20	25	
Bomb	1	0	0	0	0	0	0	2	0	0	0	
Burglary	40	29	24	29	34	42	40	39	37	24	37	
Business/Building Check	19	18	11	46	37	47	52	28	16	31	31	
Child Abuse	0	3	3	1	2	1	0	3	2	2	1	
Child Custody	12	15	12	13	15	8	15	15	12	10	9	
Choose Call Type----->	72	84	110	104	119	99	127	135	165	119	123	
Citizen Assist	0	0	0	0	0	0	0	0	0	0	1	
Civil	7	3	7	7	8	9	10	6	5	4	10	
Dead Animal Removal	0	0	0	1	0	0	0	0	0	0	1	
Deceased	3	2	3	4	4	8	4	10	4	4	4	
Disorderly	9	9	11	3	13	10	10	11	16	15	15	
Disturbance	90	75	93	121	143	120	102	136	137	97	95	

Dog Bite	1	0	5	2	1	2	5	3	3	2
Domestic Battery	15	7	15	14	16	13	14	10	10	8
Domestic Disturbance	43	39	53	36	29	54	40	63	42	40
Drug Activity	13	8	5	18	22	20	20	21	24	13
Drug Overdose	6	2	3	6	6	5	5	6	2	10
Dumping Illegal	4	8	10	9	9	3	7	4	10	6
Duty Roster	35	34	36	37	36	39	35	32	41	35
EMA Call-Out	0	1	0	0	0	0	0	0	0	0
Escort	1	3	6	4	3	6	5	4	4	4
Fight	10	10	17	26	17	15	26	27	18	11
Fire 10-50 Entrap / Injury	0	0	0	0	0	0	1	0	0	0
Fire Alarm	16	16	20	24	29	15	19	12	36	21
Fire Brush	5	3	7	2	5	1	2	2	5	2
Fire Other	14	14	17	12	10	20	27	23	14	20
Fire Structure	0	8	6	4	4	6	7	9	4	3
Fire Vehicle	2	2	2	1	1	0	3	4	1	3
Fireworks	1	0	0	0	4	5	59	1	0	1
Follow Up	12	12	15	14	17	11	16	6	24	12
Fraud	17	15	28	22	15	12	22	27	16	16
Harassment	33	28	31	33	27	32	36	41	45	22
Home Invasion	3	0	0	0	3	1	1	1	2	5
Identity Theft	4	1	5	2	2	3	5	3	7	6
Illegal Burning	2	0	4	2	2	2	2	1	0	7
Informational	4	3	2	2	8	4	9	3	5	4
Inoperable Vehicle	43	9	2	8	6	4	7	6	5	4
Jail	0	2	2	1	0	0	1	1	0	0
Juvenile Problem	11	19	24	27	28	26	17	31	37	19
K9 assist	0	0	0	1	0	4	0	0	0	1
Lift Station	9	31	38	42	53	33	57	87	18	20
Lock Out Vehicle	14	17	9	9	12	3	5	10	14	14
Loud Music	12	5	8	8	7	16	4	10	14	15
Loud Noise Complaint	1	10	9	17	8	9	11	7	16	13
Medical Call	359	325	374	377	392	330	344	398	368	364
Mental	15	16	7	7	22	13	11	7	18	9

Message	6	4	4	5	7	3	5	0	9	1	3
Message/Notification	1	6	1	1	3	0	4	2	9	4	4
Missing Person	12	9	12	9	12	13	9	9	20	9	8
Motorist Assist	24	22	23	22	17	10	38	38	11	21	20
Neighborhood Dispute	4	4	7	5	11	8	5	8	13	12	8
Notify Other Agency	19	8	8	9	12	11	5	43	9	9	11
OP Violation	8	11	8	19	10	17	20	9	13	12	8
Open Door	7	6	10	10	11	4	2	5	5	8	11
Ordinance	5	5	11	10	11	14	7	7	10	5	7
Other Crimes	0	1	0	0	2	2	1	0	1	1	0
Other Serv	0	0	0	1	0	0	0	0	0	0	0
Other Service	11	15	8	8	21	12	12	10	27	24	17
Park Check	0	0	0	0	0	0	0	1	0	0	0
Parking	24	13	25	24	13	20	16	22	25	18	48
Patrol Request	6	7	1	13	8	17	12	3	8	21	3
Peace Keeper	12	10	6	12	11	13	17	12	22	20	22
Pedestrian Check	106	103	166	174	130	160	173	95	149	127	93
PR	2	0	0	5	0	3	2	0	0	0	1
Prisoner Transport	12	12	16	14	10	8	11	7	8	5	6
Process	34	44	40	13	35	41	26	41	36	32	32
Property Damage	26	33	21	33	28	32	28	42	34	37	23
Property Dispute	12	12	13	14	14	15	14	8	14	8	8
Property Lost	0	2	0	1	0	3	4	5	1	2	1
Property Recovered/Found	17	18	10	19	19	24	25	29	23	11	20
Prowler	0	1	0	0	0	2	1	3	0	1	1
Public Works Request	0	10	10	2	9	6	13	33	2	3	4
Reckless Driver	21	15	26	28	27	36	36	32	25	34	29
Removing Debris in the Roadway	14	10	10	14	14	18	13	23	18	10	11
Repossession	0	0	0	0	0	1	0	0	0	0	0
Robbery	3	0	1	5	2	4	0	4	1	1	0
School Check	0	0	0	0	0	0	0	0	0	0	0
Sex Offender Registration	0	4	0	0	2	0	0	2	2	3	0
Sex Offense	10	5	3	5	12	11	7	11	4	4	7
Shots Fired	1	0	1	12	4	5	6	7	6	5	10

December	Grand Total
60	468
27	319
32	407
20	183
5	71
17	98
83	1101
36	352
6	62
0	4
5	42
1	52
23	268
1	17
0	12
0	18
22	238
0	3
26	401
17	353
1	19
6	142
93	1350
0	1
14	90
0	2
3	53
12	134
111	1320

2	26
10	152
23	501
8	186
4	60
3	77
31	433
0	1
5	54
9	209
0	1
18	247
2	39
17	204
6	62
0	19
1	74
4	149
13	226
42	426
1	21
2	42
2	25
1	51
1	99
0	8
23	301
0	6
11	422
12	134
9	118
13	125
416	4437
19	157

4	51
0	35
11	133
16	262
6	91
15	159
12	147
9	88
4	96
4	12
0	1
14	179
0	1
26	274
3	102
25	182
93	1569
1	14
6	115
33	407
31	368
1	133
0	19
15	230
2	11
0	92
19	328
7	162
0	1
3	24
1	1
0	13
10	89
16	73

8	27
1	18
1	61
0	2
1	3
24	181
1	11
13	155
176	2504
51	683
0	4
0	4
0	1
86	1122
0	1
13	148
78	986
13	121
261	4626
0	2
21	326
0	2
1	19
0	6
55	844
0	1
20	98
3	111
1	3
62	941
14	74
70	954
0	12
2690	36185

Smell of Gas	0	0	1	1	1	3	2	3	1	1	6
Smell/Sighting of Smoke	1	1	0	3	3	1	3	3	2	0	0
Solicitor	6	7	6	8	4	5	7	6	2	7	2
SOR	0	0	0	0	2	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0	2	0
Stolen Vehicle	14	14	13	10	14	14	14	23	13	14	14
Subdivision Check	1	0	1	1	0	1	1	0	1	2	2
Suicidal Subject	4	8	10	10	15	11	20	14	14	24	12
Suspicious Activity	157	164	209	212	254	222	246	229	250	201	184
Suspicious Vehicle	55	54	45	63	64	55	60	76	37	67	56
TAPD	1	1	0	0	1	0	0	1	0	0	0
TAPI	0	0	1	0	0	0	0	0	1	1	1
Tavern Check	0	0	0	0	0	0	0	0	0	0	1
Theft	70	67	73	88	101	104	103	138	107	99	86
Tip-Line Call	0	0	0	0	0	0	0	1	0	0	0
Traffic Accident Personal Injury	10	8	5	13	6	12	10	22	19	17	13
Traffic Accident Property Damage	100	66	57	86	83	75	74	100	99	77	91
Traffic Control	8	6	4	14	8	5	14	7	12	10	20
Traffic Stop	434	421	415	610	389	338	434	283	206	505	330
Train Crash	0	0	0	0	0	0	0	0	0	0	2
Trespassing	10	19	22	14	35	29	45	27	21	43	40
Underage	0	0	0	1	0	0	0	1	0	0	0
Unknown	1	1	1	0	0	2	3	3	2	5	0
Unlawful Restraint	0	0	0	0	0	1	0	1	2	2	0
Unwanted Subject	70	49	59	75	66	79	80	82	69	99	61
Vacation Check	0	0	0	0	0	0	0	0	1	0	0
Vehicle Burglary	4	5	4	4	5	5	6	9	12	5	19
Vehicle Check	16	8	8	16	14	10	8	7	5	11	5
Vehicle Tow	2	0	0	0	0	0	0	0	0	0	0
Warrant	84	88	87	71	85	80	75	89	72	80	68
Weapon	0	0	0	0	7	11	15	8	5	8	6
Welfare Check	72	64	78	77	78	88	74	105	75	94	79
Wire Down/Arcing	0	1	1	2	0	1	2	2	2	0	1
Grand Total	2736	2564	2836	3273	3182	3060	3343	3351	3073	3232	2845

ORDINANCE NO.

**AN ORDINANCE TO VACATE AN EXISTING SEWER EASEMENT
IN THE PROPERTY COMMONLY KNOWN AS
2407 CORPORATE CENTER, GRANITE CITY, ILLINOIS.**

WHEREAS, the City of Granite City is a home rule unit pursuant to Article VII, Section 6, of the Illinois State Constitution of 1970; and

WHEREAS, in 2010, Ellinger Winfield Developers relocated a sewer line on Lot 4 in Colonial Park Addition No. 1, to allow for the construction of a commercial building over the location of the sanitary sewer line at the property commonly known as 2407 Corporate Center, Granite City, Illinois; and

WHEREAS, said Developer in 2010 rerouted the physical location of that sewer line, but did not record any related easement; and

WHEREAS, the Granite City City Council has been advised that the rerouted and relocated sewer line has been in use continuously since 2010 at its new location on Lot 4 in Colonial Park Addition No. 1; and

WHEREAS, the Granite City City Council hereby finds the subsequent owner of said property recently approached the City of Granite City concerning vacation of the former easement location, and concerning dedication of a permanent easement for the sanitary sewer line relocated in 2010, all on Lot 4 in Colonial Park Addition No. 1.

NOW, THEREFORE, be it hereby Ordained and Decreed by the City Council of the City of Granite City, in the County of Madison and State of Illinois, as follows:

1. The Office of the Mayor, with the assistance of the Office of the City Attorney, is hereby authorized to accept and record an easement and conveyance of a fifteen-foot-wide

sanitary sewer easement on Lot 4 in Colonial Park Addition No. 1, at the property address commonly known as 2407 Corporate Center, Granite City, Illinois.

2. Upon approval and recording by Madison County of such an executed easement for that rerouted sewer line at 2407 Corporate Center, in an easement document approved by the City Attorney, the Office of the Mayor is then authorized to execute a release and vacation of the former fifteen-foot-wide sanitary sewer easement that was rerouted in 2010, at 2407 Corporate Center, Granite City, Illinois.
3. The owner at 2407 Corporate Center shall pay all engineering and surveyor fees incurred by the City of Granite City in fulfilling the intent and purpose of this Ordinance.
4. The Office of the Mayor is authorized to execute and enter into all documents reasonable and necessary to carry out the intent of this Ordinance.

This Ordinance shall take effect upon passage and may be published in pamphlet form by the Office of the City Clerk.

ADOPTED this 21st day of January, 2020

APPROVED: _____
Mayor Edward Hagnauer

ATTEST: _____
City Clerk Judy Whitaker

T. 3 N.**R. 9 W.****3rd P.M.**

50' 0 50'

GRAPHIC SCALE

Lot 2

COLONIAL PARK
SUBDIVISION
(P.C. 52, Pg. 197)

Existing
San MH

Outlot A

See Detail

NE Corner Lot 4
Found 1/2" Rerod

Outlot A

Existing Easement
to Remain

S02°18'48"E
12.48'

Proposed 15' Wide
Sanitary Sewer Easement

Existing
San MH

Found MagNail

Lot 5

Existing 15' Wide
Sanitary Sewer
Easement to be Vacated

N01°30'09"W

52.33'

Lot 3

Existing
San MH

5'

S72°46'00"W
15.58'

10'

Lot 2

COLONIAL PARK
ADDITION NO. 1
(P.C. 54, Pg. 129)

Existing 15'
Sanitary Sewer
Easement to Remain

Found 1/2"
Rerod (Bent)

Private Drive
Corporate Center Drive

LEGEND

Found Rerod

Found MagNail

Existing
San MH

Existing Easement Line

Proposed Easement Line

Property Line

Lot Line

Existing 15' Wide Easement
to be Vacated

SE Corner Lot 2,
Colonial Park
Subdivision

S88°34'09"W
9.85'

NE Corner
Lot 4,
Colonial Park
Addition No. 1
Found 1/2"
Rerod

S89°19'55"W
8.21'

DETAIL

Scale: 1" = 10'

JUNEAU
ASSOCIATES, INC., P.C.
ENGINEERING & LAND SURVEYING

Professional Design Firm License No. 184.003389

2100 State Street, P.O. Box 1325
Granite City, IL 62040-4725

100 North Research Drive
Edwardsville, IL 62025-3638

330 N. Fourth Street, Suite 200
St. Louis, MO 63102-2007

555 West Central Rd, Suite 101
Hoffman Estates, IL 60192-1942

SCALE:

1" = 50'

DWN. BY:

K.M.W.

DATE:

10-31-2019

CHK'D:

T.C.H.

DATE:

10-31-2019

JOB NO. LS1937

CADD DRAWING NAME: LS1937-01 (GRID)

DWG. NO.

EXHIBIT SHOWING
THE VACATION OF A PORTION OF AN
EXISTING SANITARY SEWER EASEMENT BEING
PART OF THE NW QUARTER OF THE NE
QUARTER OF SECTION 9, T.3N., R.9W. OF
THE 3RD PRINCIPAL MERIDIAN
WITHIN THE CITY OF GRANITE CITY

MADISON COUNTY, ILLINOIS

EXHIBIT B



2100 State Street
P.O. Box 1325
Granite City, IL 62040
618-677-1400 • F. 618-652-5541

100 N. Research Dr.
Edwardsville, IL 62025
618-659-0900 • F. 618-659-0941

330 N. Fourth Street, Suite 200
St. Louis, MO 63102
314-241-4444 • F. 314-909-1331

**SUGGESTED PROPOSED 15-FOOT-WIDE SANITARY SEWER
EASEMENT DESCRIPTION**

January 7, 2020

That part of Lots 3 and 4 of Colonial Park Addition No. 1 as recorded in Plat Cabinet 54, Page 129 of the Madison County, Illinois Recorder's Office described as follows:

Commencing at the northeast corner of said Lot 4; thence South 89 degrees 19 minutes 55 seconds West (Bearings assigned for descriptive purposes only) on the north line of said Lot 4 a distance of 3.06 feet to the point of beginning of the parcel being described herein; thence South 02 degrees 18 minutes 48 seconds East, 62.37 feet; thence South 72 degrees 46 minutes 00 seconds West, 71.26 feet to an east line of the existing 15-foot-wide sanitary sewer easement shown on said plat of Colonial Park Addition No. 1; thence North 01 degrees 30 minutes 09 seconds West on said east line of the existing sewer easement, 15.58 feet; thence North 72 degrees 46 minutes 00 seconds East, 55.51 feet; thence North 02 degrees 18 minutes 48 seconds West, 38.66 feet to a south line of said existing sewer easement; thence North 71 degrees 03 minutes 43 seconds East on said south line, 10.13 feet to a corner of said existing sewer easement; thence North 01 degree 25 minutes 51 seconds West on an east line of said existing sewer easement, 9.43 feet to the north line of said Lot 4, said point also being the southeast corner of Lot 2 of Colonial Park Subdivision as shown on the plat thereof recorded in Plat Cabinet 52 on Page 197; thence North 89 degrees 19 minutes 55 seconds East on said north line of Lot 4 a distance of 5.15 feet to the point of beginning.



Tony Hard

Tony Hard
Professional Land Surveyor No. 035-002953
License Expires: Nov. 30, 2020



✓ 2100 State Street
P.O. Box 1325
Granite City, IL 62040
618-877-1400 • F. 618-452-5541

■ 100 N. Research Dr.
Edwardsville, IL 62025
618-659-0900 • F. 618-659-0941

■ 330 N. Fourth Street, Suite 200
St. Louis, MO 63102
314-241-4444 • F. 314-909-1331

**SUGGESTED DESCRIPTION OF 15-FOOT- WIDE
EXISTING SANITARY SEWER EASEMENT TO BE VACATED**

January 7, 2020

That part of the existing 15-foot-wide Sanitary Sewer Easement across portions of Lots 3 and 4 of Colonial Park Addition No. 1 as shown on the plat thereof recorded in Plat Cabinet 54, Page 129 of the Madison County, Illinois Recorder's Office and described as follows:

Commencing at the northeast corner of said Lot 4; thence South 89 degrees 19 minutes 55 seconds West (Bearings assigned for descriptive purposes only) on the north line of said Lot 4 a distance of 8.21 feet to the southeast corner of Lot 2 of Colonial Park Subdivision as shown on the plat thereof recorded in Plat Cabinet 52 on Page 197; thence South 88 degrees 34 minutes 09 seconds West and continuing on said north line of Lot 4 a distance of 9.85 feet to the point of beginning of that portion of the existing 15-foot-wide sanitary sewer easement being vacated and described herein; thence South 02 degrees 18 minutes 48 seconds East, 12.48 feet to a south line of said existing sewer easement; thence South 71 degrees 03 minutes 43 seconds West on said south line of the existing sewer easement, 55.43 feet to a corner of said existing sewer easement; thence South 01 degrees 30 minutes 09 seconds East on an east line of the existing sewer easement, 37.10 feet; thence South 72 degrees 46 minutes 00 seconds West and crossing said existing sewer easement, 15.58 feet to a west line of said existing sewer easement; thence North 01 degrees 30 minutes 09 seconds West on said west line of the existing sewer easement, 52.33 feet to a corner of said existing sewer easement; thence North 71 degrees 03 minutes 43 seconds East on a north line of said existing sewer easement, 60.37 feet to the north line of said Lot 4; thence North 88 degrees 34 minutes 09 seconds East on said north line of Lot 4 a distance of 10.11 feet to the point of beginning.



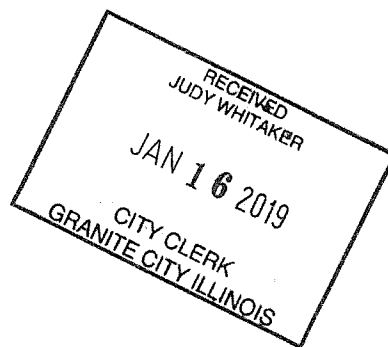
Tony Hard

Tony Hard
Professional Land Surveyor No. 035-002953
License Expires: Nov. 30, 2020

EXHIBIT A

We currently have a REHAB loan on 3212 Wayne Ave, Walter & Brenda Phillips dated 07/17/2007 in the amount of \$6,972.00. They also have a current mortgage with SBI Federal Credit Union dated February 21, 2005 for \$28,000.00. In addition to our REHAB lien, there is an outstanding sewer lien dated 07/23/2019 for \$286.63 with a current past due amount of \$ **490.65**

The borrower has applied for a Home Equity Line of Credit with Busey Bank for \$50,000 to do flood repairs and they are asking if we would subordinate our lien to their new lien so that they can be in 2nd position. The current loan to value ratio is 57% The Phillips are planning on paying off the sewer lien at the closing. Madison County Community Development is asking if we would approve this transaction.



**SHARI GRIM
CITY TREASURER
CITY OF GRANITE CITY
2000 Edison Ave, Granite City, IL 62040
618-452-6207 ext 2125**

Date: January 16, 2020

**RE: 3212 WAYNE AVE., Granite City, IL 62040
ACCT: 02-173665-00**

Amount Due	Description	Date
\$444.90	Current Balance	Thru 11/9/19
\$45.75	Unbilled Balance	11/10/19-1/23/20
\$490.65	Total due on 1/23/20	

This payoff is good through January 23, 2020. This payoff includes any filing/releasing fees for all liens place on property by the City of Granite City. There is also a 1% late charge added to any unpaid balance on the 22nd of every month. Please provide buyer information with payment.

**PLEASE SUBMIT PAYMENTS TO: Sheri Grim, City Treasurer, 2000 Edison Ave, Granite City, IL 62040
MAKE CHECK PAYABLE TO: City of Granite City**

ORDINANCE NO.

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT WITH UNION PACIFIC
RAILROAD COMPANY REGARDING A PUBLIC AT-GRADE CROSSING AT
CARGILL DRIVE AND COUNTRY PLACE LANE.**

WHEREAS, the City of Granite City is a home rule unit pursuant to Article VII, Section 6, of the Illinois State Constitution of 1970; and

WHEREAS, Union Pacific Railroad Company represents to the City of Granite City that Union Pacific Railroad Company (Railroad) owns or controls the rights to the at-grade public road crossing, DOT number 846968T, at Railroad's milepost 18.15, on Railroad's Alton & Southern Gateway sub; and

WHEREAS, said at-grade public road crossing owned or controlled by the Railroad is located at the intersection of Country Place Lane and Cargill Drive, within the corporate limits of the City of Granite City; and

WHEREAS, the Granite City City Council hereby finds it will promote the public safety and convenience of transportation, to install two eleven-foot wide lanes with two-foot aggregate shoulders, at the intersection of Country Place Lane and Cargill Drive, at the location of said at-grade public road crossing of the Railroad; and

WHEREAS, the Railroad advises the City of Granite City that Railroad has the legal authority, title, and intention to convey to the City of Granite City a permanent easement to accommodate the construction, installation, and future maintenance of the two eleven-foot wide lanes and two-foot aggregate shoulders at said crossing area, said easement to contain 2,098.48 square feet, more fully described on the attached, in return for the one-time, lump sum payment of \$14,000. 00 by the City of Granite City.

NOW, THEREFORE, be it hereby Ordained and Decreed by the City Council of the City of Granite City, in the County of Madison and State of Illinois, that the Office of the Mayor, with the assistance of the Office of the Comptroller, is hereby authorized to enter into the attached public at-grade crossing agreement, with the Union Pacific Railroad Company, for the purpose of acquiring a permanent easement to install two new eleven-foot lanes with aggregate shoulders at the railroad crossing area, located at the intersection of Cargill Drive and Country Place Lane. The Office of the Comptroller is further authorized and directed to pay, per the attached agreement, the sum of \$14,000.00 to the Union Pacific Railroad Company, as partial consideration for transfer and conveyance of that permanent easement. The Office of the Mayor is further authorized and directed to execute any and all documents reasonable and necessary to carry out the intent of this Ordinance.

This Ordinance shall take effect upon passage and may be published in pamphlet form by the Office of the City Clerk.

ADOPTED this 21st day of January, 2020

APPROVED: _____
Mayor Edward Hagnauer

ATTEST: _____
City Clerk Judy Whitaker

UP Real Estate Folder No.: 3153-31

PUBLIC AT-GRADE CROSSING

Cargill Rd
DOT NUMBER 846968T
Alton & Southern Gateway; Mile Post 18.15
Granite City, Madison County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2019 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the **GRANITE CITY**, a municipal corporation or political subdivision of the State of Illinois to be addressed at 2000 Edison Ave., IL 62040 ("Political Body").

RECITALS:

The Political Body desires to undertake as its project (the "Project") the widening of the existing Cargill Rd., at-grade public road crossing, DOT Number 846968T, including the construction of new approaches and the installation of two new 11' wide lanes with 2' aggregate shoulders, at Railroad's Milepost 18.15 on Railroad's Alton & Southern Gateway Sub at or near Granite City, Madison County, Illinois (the "Roadway"). The portion of the Roadway within the Railroad's property is hereinafter referred to as the "Crossing Area." The Crossing Area is shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof, and as described in the Legal Description marked **Exhibit A-1** attached hereto and made a part hereof.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of **FOURTEEN THOUSAND DOLLARS (\$14,000)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the

terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority, including without limitation any CIC (defined below) hired by the Political Body.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any Project work within the Crossing Area or on any portion of Railroad's property, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

(i) execute the Railroad's then current form of Contractor's Right of Entry Agreement ("CROE").

(ii) obtain the then current insurance required in the CROE; and

(iii) provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current CROE is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's CROE and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 3135-31

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to

the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the applicable rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B as of the Effective Date are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad, including without limitation any cost and expense for work performed by Contractor and/or any CIC. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. If work were to be conducted by the Railroad at the Road Crossing, the work to be performed by the Railroad, at the Political Body's sole cost and expense, would be described in the Railroad's Material and Force Account Estimate marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate").

B. If work were to be conducted by the Railroad at the Road Crossing, the Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. Railroad, in its sole and absolute discretion, shall determine whether a flagman or other special protective or safety measures are required in connection with the Project (any of the foregoing, collectively "Flagging Services"). For purposes of clarity, Railroad and Political Body each acknowledge that Railroad may contract a CIC for the performance of any Flagging Services that are part of Railroad's work (as provided in Section 4 of Exhibit B) or, alternatively, that the Political Body may hire a CIC as a Contractor to perform Flagging Services, subject to Section 6.C of Exhibit B and any and all other applicable terms and conditions set forth in this Agreement. If any Flagging Services are to be performed in connection with the Project, then, after consultation with the Political Body, Railroad shall determine, in Railroad's sole and absolute discretion, whether Railroad or the CIC will bill the Political Body or, alternatively, the Contractor directly, for the costs of such Flagging Services. If Railroad determines the Contractor will be billed directly pursuant to the foregoing sentence, Political Body agrees that it will pay the Railroad or the CIC, as applicable, on demand for any such costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing. The Political Body acknowledges that whether or not the Estimate includes costs for Flagging

Services performed by Railroad or a CIC, as applicable, such costs shall be at no expense to Railroad.

D. If work were to be conducted by the Railroad at the Road Crossing, the Railroad would send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities

(the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Roadway, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) The Political Body has required each Contractor to (a) execute Railroad's CROE and obtain and/or provide to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the CROE; (b) provide the advance notice(s) required under the CROE to the Railroad representative(s) named in the CROE; and (c) participate in a preconstruction meeting to coordinate work activities with Railroad if any work to be provided by the Contractor will involve flagging protection and/or if there is separate work to be performed by the Railroad for the Project.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. Political Body shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. FEDERAL FUNDING

If the Political Body will be receiving any federal funds for the Project, the Political Body agrees that it is solely responsible for performing and completing all reporting requirements in connection with the Project and receipt of such funding and that the Railroad shall not have any responsibility in connection with the same. The Political Body also confirms and acknowledges that (A) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (B) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete any such reporting requirements in connection with any federal funding. The Railroad confirms that the Political Body shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

GRANITE CITY

By: _____
Printed Name: _____
Title: _____




**EXHIBIT A
TO
PUBLIC AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area

CROSSING AREA = 0.13 AC +/-
- ADDITIONAL CROSSING AREA = 0.05 AC +/-



LEGEND:

CROSSING AREA 
ADDITIONAL CROSSING AREA 
UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GRANITE CITY, MADISON COUNTY, IL

M.P. 18.15 - ALTON & SOUTHERN SUB.

MAP A&S IL V-1 / 12

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 8/05/2019

RRM FILE: 03153-31

CADD
FILENAME 0315331.DGN

SCAN
FILENAME 0315331_VI-12.TIF



✓ 2100 State Street
P.O. Box 1325
Granite City, IL 62040
618-877-1400 • F. 618-452-5541

100 N. Research Dr.
Edwardsville, IL 62025
618-659-0900 • F. 618-659-0941

330 N. Fourth Street, Suite 200
St. Louis, MO 63102
314-241-4444 • F. 314-909-1331

December 31, 2018
Job E170206

Permanent Easement
Alton & Southern Railroad

A permanent easement located in the SW $\frac{1}{4}$ of Section 10, Township 3 North, Range 9 West of the 3rd Principal meridian within the corporate limits of the City of Granite City, Madison County, Illinois, more fully described as follows:

Commencing at the NE corner of said SW $\frac{1}{4}$ of Section 10; thence on an assumed bearing of South 00 degrees 09 minutes 49 seconds West, 25.00 feet to the south right of way line of Cargill Road (50' wide); thence North 89 degrees 50 minutes 11 seconds West on said south right of way line of Cargill Road, 1,324.16 feet to the Point of Beginning of the Permanent Easement herein described;

From said Point of Beginning; thence South 38 degrees 51 minutes 08 seconds West, 92.10 feet to the east right of way line of Country Place Lane (50' wide); thence N 00 degrees 28 minutes 56 seconds West on said east right of way line of Country Place Lane, 71.89 feet to the said south right of way line of Cargill Road; thence South 89 degrees 50 minutes 11 seconds East on said south right of way line, 58.38 feet to the Point of Beginning.

Said Permanent Easement contains 2,098.48 square feet, or 0.0482 acres, more or less.

**EXHIBIT B
TO
PUBLIC AT GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures.

(ii) The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an

authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

(iii) Political Body or its Contractor shall be permitted to hire a private contractor (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) to perform Flagging Services in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to receiving prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Political Body or its Contractor to utilize a CIC pursuant to the preceding sentence, the Political Body or its Contractor, as applicable, shall be required to obtain Railroad's prior written approval for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Railroad reserves the right to rescind any approval pursuant to this section, in whole or in part, at any time, as determined in Railroad's sole and absolute discretion,

(iv) If any flagging or other special protective or safety measures are performed by Railroad and/or a CIC, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the

Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or

would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or

effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

TO

PUBLIC AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

EXHIBIT D
TO
PUBLIC AT-GRADE CROSSING AGREEMENT

Exhibit D will be Current Form of Contractor's Right of Entry Agreement

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2019, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by Granite City ("City") for the widening the existing Cargill Rd., at-grade public road crossing, DOT Number 846968T, including the construction of new approaches and the installation of two new 11' wide lanes with 2' aggregate shoulders, at Railroad's Milepost 18.15 on Railroad's Alton & Southern Gateway Sub at or near Granite City, Madison County, Illinois, as such locations are in the general location shown on the prints marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of an agreement dated _____, 2019 between Railroad and the City.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Catherine Axon
MGR I TRACK MNTCE
618-482-7730
craxon@up.com

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas STOP 1690
Omaha, NE 68179
Folder 3153-31

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad (\$1025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Title: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.

Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,

Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND

COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor

commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
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- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

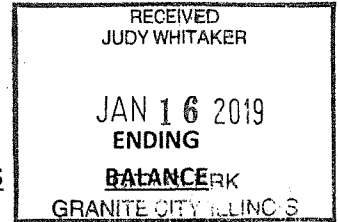
V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

TREASURER'S REPORT - DECEMBER 2019



	BEGINNING <u>BALANCE</u>	<u>REVENUE</u>	<u>EXPENDITURES</u>	
GENERAL FUND				
CASH REGULAR	\$ 5,329,502.85	\$ 2,964,736.16	\$ (2,527,076.73)	\$ 5,767,162.28
PENSION BOND FUND	\$ 15,945,836.96	\$ -	\$ -	\$ 15,945,836.96
FUND 10 TOTAL	\$ 20,228,850.76	\$ 2,964,736.16	\$ (2,527,076.73)	\$ 20,666,510.19
GRANITE CITY CINEMA				
FUND 15 TOTAL	\$ 66,992.06	\$ 50,867.00	\$ (49,322.98)	\$ 68,536.08
DRUG TRAFFIC PREVENTION				
DRUG FUND	\$ 124,153.14	\$ 648.72	\$ (3,795.50)	\$ 121,006.36
FEDERAL FORFEITURE FUND	\$ 114,393.02	\$ 4,997.78	\$ (10,428.80)	\$ 108,962.00
FUND 25 TOTAL	\$ 238,546.16	\$ 5,646.50	\$ (14,224.30)	\$ 229,968.36
MOTOR FUEL TAX FUND				
FUND 30 TOTAL	\$ 1,044,188.68	\$ 112,642.27	\$ (7,655.94)	\$ 1,149,175.01
HEALTH FUND				
FUND 40 TOTAL	\$ 1,015,762.98	\$ 9,860.94	\$ (9,860.94)	\$ 1,015,762.98
BELLMORE VILLAGE TIF FUND				
FUND 64 TOTAL	\$ 13,368.36	\$ 4,405.02	\$ (4,000.93)	\$ 13,772.45
DOWNTOWN TIF FUND				
CASH REGULAR	\$ 933,340.49	\$ 364,989.11	\$ (272,549.92)	\$ 1,025,779.68
UMB SPEC TAX ALL	\$ 1,339,226.22	\$ -	\$ -	\$ 1,339,226.22
2012 BOND RESERV	\$ 801,576.25	\$ -	\$ -	\$ 801,576.25
2012 BOND EXPENS	\$ 262,721.18	\$ -	\$ -	\$ 262,721.18
2012 BOND P&I	\$ 75,912.44	\$ -	\$ -	\$ 75,912.44
FUND 65 TOTAL	\$ 3,412,776.58	\$ 364,989.11	\$ (272,549.92)	\$ 3,505,215.77
ROUTE 3 TIF FUND				
CASH REGULAR	\$ 1,484,054.35	\$ 119,167.96	\$ (3.96)	\$ 1,603,218.35
UMB BANK - P&I 2	\$ 3.09	\$ -	\$ -	\$ 3.09
FUND 66 TOTAL	\$ 1,484,057.44	\$ 119,167.96	\$ (3.96)	\$ 1,603,221.44
NAMEOKI COMMONS TIF FUND				
FUND 67 TOTAL	\$ 19,374.81	\$ 5,565.42	\$ (5,565.42)	\$ 19,374.81
PORT DISTRICT TIF FUND				
FUND 68 TOTAL	\$ 25,517.24	\$ 4,401.02	\$ (1,704.17)	\$ 28,214.09

RTE 203 TIF FUND

CASH REGULAR	\$	3,484,819.33	\$	655,996.03	\$	(1,257,240.84)	\$	2,883,574.52
CASH UMB P&I	\$	2.00	\$	-	\$	-	\$	2.00
FUND 69 TOTAL	\$	3,484,821.33	\$	655,996.03	\$	(1,257,240.84)	\$	2,883,576.52

SEWAGE TREATMENT PLANT FUND

CASH REGULAR	\$	3,664,295.78	\$	181,942.53	\$	(579,948.11)	\$	3,266,290.20
BOND RESERVE ACC	\$	383,442.62	\$	-	\$	-	\$	383,442.62
FUND 70 TOTAL	\$	4,047,738.40	\$	181,942.53	\$	(579,948.11)	\$	3,649,732.82

SEWER SYSTEM FUND

FUND 71 TOTAL	\$	(11,163.73)	\$	383,831.36	\$	(681,982.31)	\$	(309,314.68)
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Payroll Totals by Department 1/1/2020 - 1/15/2020

Dept	Gross Pay	FICA	Medicare	IMRF	Total
Mayor	\$ 16,560.67	\$ 840.86	\$ 196.65	\$ 1,291.82	\$ 18,890.00
Clerk	\$ 11,043.94	\$ 481.48	\$ 112.60	\$ 1,092.26	\$ 12,730.28
Legislative	\$ 2,633.30	\$ 163.30	\$ 38.20	\$ 78.12	\$ 2,912.92
Treasurer	\$ 8,033.93	\$ 486.95	\$ 113.88	\$ 794.55	\$ 9,429.31
Comptroller	\$ 5,657.11	\$ 338.34	\$ 79.14	\$ 559.49	\$ 6,634.08
IT	\$ 3,777.49	\$ 226.90	\$ 53.06	\$ 373.59	\$ 4,431.04
Police	\$ 240,812.26	\$ 1,971.93	\$ 3,403.06	\$ 3,600.51	\$ 249,787.76
Fire	\$ 199,369.19	\$ 138.42	\$ 2,677.04	\$ 220.80	\$ 202,405.45
Risk Management	\$ 3,990.87	\$ 244.34	\$ 57.14	\$ 394.70	\$ 4,687.05
Building & Zoning	\$ 28,860.60	\$ 1,397.95	\$ 326.95	\$ 2,854.30	\$ 33,439.80
Public Works	\$ 87,671.75	\$ 5,435.69	\$ 1,271.23	\$ 8,670.74	\$ 103,049.41
Cinema	\$ 7,588.84	\$ 470.17	\$ 109.96	\$ 369.64	\$ 8,538.61
WWTP	\$ 104,063.96	\$ 6,250.32	\$ 1,461.80	\$ 10,291.93	\$ 122,068.01
Industrial Pretreatment	\$ 9,579.44	\$ 590.05	\$ 138.00	\$ 947.41	\$ 11,254.90
Totals	\$ 729,643.35	\$ 19,036.70	\$ 10,038.71	\$ 31,539.86	\$ 790,258.62